

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u>
	TO LEASE NO. <u>GS-09P-LAZ03269</u>
ADDRESS OF PREMISES 1616 East Indian School Road Phoenix, AZ 85016-8601	PDN Number: <u>N/A</u>

THIS AMENDMENT is made and entered into between
Aztec Square, LLC

whose address is: **1567 East Carob Drive
Chandler, Arizona 85286-2215**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to accept the space for beneficial occupancy, to adjust rent and other consideration upon final calculation of Tenant Improvements, and to adjust broker commission and commission credit based on final term rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Lease Term and Paragraphs 1.03,1.04, and 1.05 are hereby deleted and the following substituted therefor. Exhibit A to Lease Amendment 1 (3 pages) is attached.

Lease Term

To Have and To Hold the said Premises with their appurtenances for the term beginning March 26, 2015, and continuing for a period of 10 years, 5 Years' Firm term, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 3 pages, along with Exhibit A (3 pages) which is attached.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the

[Redacted Signature]

FOR THE

[Redacted Signature]

Signature

Name:

Title:

Date:

Lease Contracting Officer
GSA, Public Buildings Service,

4/10/15

Title: MANAGER
Entity Name: AZTEC SQUARE, LLC

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

MONTHS	ANNUAL SHELL RENT ²	ANNUAL AMORTIZED TENANT IMPROVEMENT COSTS ³	ANNUAL OPERATING COSTS ⁴	TOTAL RENT (\$/RSF/YR)	TOTAL ANNUAL RENT	MONTHLY RENT
0-3 ¹	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-60	\$107,950.00	\$9,525.80	\$56,673.75	\$16.132427	\$174,149.55	\$14,512.46
61-120	\$126,841.25	\$0.00	\$56,673.75	\$17.00	\$183,515.00	\$15,292.92

¹Rent Concession for the initial 3 months of the lease. Concession includes Shell Rent, Tenant Improvements, and Operating Costs

²Shell rent calculation:

(Firm Term) \$10.00 per RSF multiplied by 10,795 RSF

(Non-Firm Term) \$11.75 per RSF multiplied by 10,795 RSF

³The Final Tenant Improvement Cost is established as \$47,629.00 and is amortized at a rate of 0 percent per annum over the firm term per Section 1.08 of the Lease.

⁴Operating Costs rent calculation: \$5.25 per RSF multiplied by 10,795 RSF

B. Rent is based on the Government's acceptance of 10,795 rentable square feet (RSF) which yields 9,996 ANSI/BOMA Office Area (ABOA) as established on March 26, 2015.

C. The final Tenant Improvement (TI) cost to be amortized in the rental rate is established at \$47,629.00 and is based on the Notice to Proceed issued November 17, 2014, in the amount of \$40,481.00 along with subsequent scopes of work and costs approved by the Government for an additional \$7,148.80 as further described in Exhibit A to this Lease Amendment.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC.**, is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS:  LESSOR &  GOVT

Month 4th Rental Payment \$14,512.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5th Rental Payment \$14,512.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time after March 25, 2020, by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:  LESSOR &  GOVT